

Plaintiff has filed a “Motion for Writ of Mandamus,” alleging that Defendants have failed to perform under the SA. The Court cannot issue a writ of mandamus to state officials, although the Court could potentially enforce a settlement agreement. The Court therefore interprets the motion as one to enforce the SA. Federal courts do not have inherent jurisdiction to enforce settlement agreements simply because the subject of settlement is a federal lawsuit. *Kokkonen v.*

Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994). A federal court retains jurisdiction where an obligation to comply with a settlement is made part of the order of dismissal, but that was not the case here. Plaintiff must file a new action to enforce the SA.

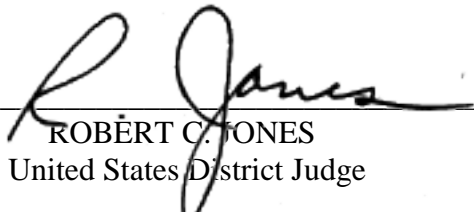
In any case, the motion is without merit. The SA required Defendants to pay Plaintiff \$275 in exchange for a release of the claims. Plaintiff does not allege Defendants' failure to do so but only that they have repeated one or more violations alleged in the settled claims. The SA included no stipulated cessation of any of the alleged violations. Plaintiff has therefore not alleged any breach of the SA but rather new violations. Plaintiff must bring a new action to assert those violations.

CONCLUSION

IT IS HEREBY ORDERED that the Motion for Writ of Mandamus (ECF No. 39) is DENIED.

IT IS SO ORDERED.

Dated this 10th day of February, 2015.



ROBERT C. JONES
United States District Judge